

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 11, 2007

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B4200083
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Lifeloc Technologies 12441 West 49th Avenue, #4 Wheat Ridge, CO 80033 tom@lifeloc.com	TELEPHONE (800) 722-4872 Tom Kisslerr
	VENDOR NUMBER/MAIL CODE
	BUYER (517)373-7374 Joan Bosheff
Contract Administrator: Sgt. Perry Curtis Preliminary Breath Testing Devices – MSP, DOC & DNR	
CONTRACT PERIOD: From: January 1, 2004 To: January 1, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby EXTENDED for one year. The new Contract ending date is January 1, 2008. In addition, the vendor contract has been changed to Tom Kissler,

All other terms, conditions and pricing remain the same.

Please Note: The buyer has been changed to Joan Bosheff.

AUTHORITY/REASON:

Per vendor contact (Tom Kissler) via phone conversation on January 8, 2007 and DMB Purchasing Operations agreement.

TOTAL EXTIMATED CONTRACT VALUE REMAINS: \$410,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

December 11, 2003

NOTICE
OF
CONTRACT NO. 071B4200083
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (800) 722-4872
Lifeloc Technologies 12441 West 49th Avenue, #4 Wheat Ridge, CO 80033		David DeRosier
		VENDOR NUMBER/MAIL CODE
		(2) 84-1053680 (003)
Contract Administrator: Sgt. Perry Curtis		BUYER (517) 373-0679
Preliminary Breath Testing Devices – MSP, DOC & DNR		Patrick Spagnuolo, CPPB
CONTRACT PERIOD:		From: January 1, 2004 To: January 1, 2007
TERMS		SHIPMENT
Net 30 Days		N/A
F.O.B.		SHIPPED FROM
Delivered		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

For use by Departments of State Police, Corrections, and Natural Resources.

THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.

ATTACHMENTS: Terms, Conditions, Specifications, and Item Listing.

Estimated Cost of this Contract: 1st Year: \$136,666.66
Estimated Contract Value: \$410,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B4200083
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Lifeloc Technologies 12441 West 49th Avenue, #4 Wheat Ridge, CO 80033		TELEPHONE (800) 722-4872 David DeRosier
		VENDOR NUMBER/MAIL CODE (2) 84-1053680 (003)
		BUYER (517) 373-0679 Patrick Spagnuolo, CPPB
Contract Administrator: Sgt. Perry Curtis Preliminary Breath Testing Devices – MSP, DOC & DNR		
CONTRACT PERIOD: From: January 1, 2004 To: January 1, 2007		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. Delivered	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION: For use by Departments of State Police, Corrections, and Natural Resources. THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT. ATTACHMENTS: Terms, Conditions, Specifications, and Item Listing. Estimated Cost of this Contract: 1st Year: \$136,666.66 Estimated Contract Value: \$410,000.00		

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No. 071I3000203](#). A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Acquisition Services. Orders for delivery of may be issued directly by the State [Departments](#) through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:		FOR THE STATE:	
Lifeloc Technologies		Signature	
Firm Name		Patrick Spagnuolo, Buyer Specialist	
Authorized Agent Signature		Name	
Authorized Agent (Print or Type)		Tactical Purchasing, Acquisition Services	
Date		Title	
Date		Date	

CONTRACT #071B4200083
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Attachments:

Specifications
Item Listing
Preference Certification
Non-State Agency Statement

**SECTION I - REQUIREMENTS****I-A INTRODUCTION**

This Contract is for Preliminary Breath Testers.

B. PRODUCT QUALITY**1. SPECIFICATIONS**

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the "Item Listing" and/or copies of specifications attached.

C. SERVICE**1. ORDERING/CUSTOMER SERVICE**

The contractor shall have the capacity to receive orders electronically, by phone, facsimile, and by written order. The Contractor shall provide a statewide toll-free phone number for phone orders. Contractor shall have internal controls, approved by Acquisition Services, to insure that orders are placed by authorized individuals with the State. The Contractor shall verify orders which have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to a State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

2. TRAINING

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge.

3. REPORTING

The Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc.

**D. DELIVERY****1. TIME FRAMES**

Orders of up to 50 units shall be delivered within seven (7) calendar days after receipt of order. Orders in excess of units (at one time) will be handled on an individual basis and will generally be delivered in less than 30 days after receipt of order, with the exception of orders greater than 200 units (at one time). Orders of 200 or more units (at one time) may be staged in increments; however, the incremental shipments shall be coordinated with the using agency so that their needs are accommodated.

2. MINIMUM ORDER

There shall be no minimum on this contract.

3. F.O.B. POINT

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders to the State. Other F.O.B. terms will not be accepted.

4. PACKAGING

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

5. PALLETIZING

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.



SECTION II - GENERAL CONTRACT PROVISIONS

II-A GENERAL

This Contract is for Preliminary Breath Testers for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The Contract(s) awarded from this solicitation will be a Unit Price Contract.

Attached is a listing of State agencies and/or locations who may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government (see attached Non-State Agency Statement).

II-B ISSUING OFFICE

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the various State agencies. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget
Acquisition Services
Patrick Spagnuolo
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-0679
spagnuolop@michigan.gov

II-C CONTRACT ADMINISTRATOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the State agencies will be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services. The Contract Administrator for this project is:



Sgt Perry Curtis
Michigan State Police
Alcohol Enforcement Unit
714 South Harrison Road
(517) 336-6338
CurtisPD@michigan.gov

II-D CONTRACT TERM

The term of this Contract will be 3 (three) years and will commence with the issuance of a Contract. This will be January 1, 2004 to January 1, 2007. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

II-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State's ITB No.071I3000203.
- B. Any addenda to that ITB.
- C. The Contractor's response to that ITB.

The State of Michigan shall not be bound by any part(s) of the bidder's response to the ITB which contained information, options, conditions, terms, or prices neither requested nor required in the ITB. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

II-F NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

II-G REVISIONS, CONSENTS, AND APPROVALS

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

II-H SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**II-I SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

II-J GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

II-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

II-L HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

II-M INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

II-N NEWS RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and this Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and this Contract are to be released without prior written approval of the State and then only to persons designated.

II-O CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable.



The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

II-P PERFORMANCE REVIEWS

Acquisition Services in conjunction with the *State agencies* may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

II-Q AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

II-R SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

II-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

**II-T ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to assign or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

II-U DELEGATION

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

II-V DISCLOSURE

All information in a bidder's proposal and this Contract are subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

II-W TAXES

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

II-X PRICE ADJUSTMENTS

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective. Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.



Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

II-Y ADDITIONAL PRODUCTS/SERVICES

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

II-Z CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.



The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:
\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- ☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☐ 4. For contracts providing temporary staff personnel to the State, the Contractor shall provide an Alternate Employer Endorsement with minimum coverage of \$1,000,000.

- ☑ 5. Employers liability insurance with the following minimum limits:

\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease

II-AA INDEMNIFICATION

A. General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

**C. Indemnification Obligation Not Limited**

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

II-BB CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

II-CC ACCOUNTING RECORDS

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

II-DD NON-DISCRIMINATION CLAUSE

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

II-EE CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:



1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

II-FF NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

II-GG ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

II-HH MODIFICATION OF CONTRACT

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

II-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act.



A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

II-JJ FORM, FUNCTION, AND UTILITY

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

II-KK CONTRACT PAYMENT SCHEDULE

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

II-LL PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

II-MM RECYCLED CONTAINERS

Contractors are encouraged to offer products packaged in containers using recovered materials suitable for the intended use. 'Recovered material' is defined as post-consumer waste (any products generated by a business or consumer which have served their intended end use, and which have been separated or diverted from solid waste for the purpose of collection, recycling, and disposition) and 'secondary waste' (industrial by-products and wastes generated after completion of a manufacturing process that would normally not be reused).

II-NN RIGHT TO KNOW ACT (Act 80 of 1986)

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.



Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

II-OO ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

II-PP QUALITY ASSURANCE

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

II-QQ INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.



PRELIMINARY BREATH TESTER (PBT)
SPECIFICATIONS
2003

All instruments to be proposed to the State of Michigan shall conform to the following:

- A. The instrument shall conform to the USDOT "Model Specifications for Evidential Breath Testing Devices," 49 F.R. p. 48855 et seq (December 14, 1984), as amended by 65 F.R. p. 45419 et seq (July 21, 2000). Prior to bid submission, the instrument shall be approved by the USDOT. A letter from USDOT confirming acceptability of the instrument or appearance of the instrument on the "Conforming Products List of Evidential Breath Measurement Devices" published in the Federal Register by the USDOT are both considered as acceptable documentation of approval by USDOT.
- B. The instrument shall pass accuracy, precision, and reliability testing as performed by State Police. Ten tests each at 0.020, 0.040, 0.100, 0.200, and 0.300 alcohol concentration shall conform to the federal testing guidelines indicated above. The instrument shall measure the alcohol content of a vapor mixture with a average systematic variation of no more than +/- 5% or 0.005%, whichever is greater. The instrument shall also conform to any other tests as performed by the Michigan State Police in accordance with the federal testing guidelines indicated above.
- C. The contractor shall guarantee that the instrument will adhere to all Frye-Davis requirements and criteria, proving the reliability and accuracy of the instrument's technology in order to be scientifically acceptable within the State of Michigan.
- D. The instrument shall be specific for alcohols and inactive to acetone.
- E. The instrument shall be a hand held, light weight, portable, stand alone instrument.
- F. The instrument shall be battery operated with a battery life for at least 1000 tests and shall have a warning capability for low battery strength, indicating battery replacement.
- G. The instrument shall have a fuel cell sensor, which is capable of detecting breath alcohol levels between 0.000 and 0.400 grams per 210 liters of breath.
- H. The instrument shall conduct a blank reading or check before allowing a test.
- I. The instrument shall be capable of being calibrated in the field by certified operators and shall accept a wet bath simulator for performing calibration and calibration checks against a standard alcohol solution. Calibration procedures shall be password protected.
- J. The instrument shall express the subject test results as BrAC, and the results shall be displayed on the instrument in three (3) digits.
- K. Each instrument shall be supplied with an operator's training manual. The training manual shall indicate all displays that may appear on the panel along with an explanation as to what each means. The manual shall also show a step-by-step procedure on how the instrument is programmed to perform.
- L. Each instrument shall be supplied with a protective carrying case and twenty-five (25) individually wrapped mouthpieces. All mouthpieces required after the initial supplies delivered with each instrument have been used will be available for purchase to all law enforcement agencies.
- M. The instrument shall be capable of being calibrated on site by a trained operator.



PBT Specifications
Page 2

- N. The contractor will be required to perform any service work on the instruments that may be necessary throughout the contract period. The contractor must complete any necessary repairs that the instruments may require within five (5) business days.
- O. The contractor must continue to provide repair cost estimates for the instruments at no cost after the contract expires. This only applies to instruments purchased through the contract.
- P. The instrument shall perform automatic subject breath sampling, and must allow for manual subject breath sampling.
- Q. The instrument shall provide an automatic check of fuel cell temperature and require the instrument to be at the proper temperature or to display an error message and not allow a test.
- R. The instrument shall display an error message if external interference is detected and not allow a test.
- S. The instrument must have a graphic LCD display capable of numbers, letters, and text messages.
- T. The instrument shall register positive results within 10 seconds, and be capable of recovering to run another subject test within 20 seconds after a prior subject test.
- U. The instrument must come with a minimum two-year warranty on the fuel cell. Fuel cell replacement costs have been bid as part of this contract.

**NON-STATE AGENCY STATEMENT:**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of State contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

BIDDER MUST CHECK ONE BOX BELOW

- ☒ [X] Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
- ☐ [] Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

Vendor Name

Authorized Agent Name (print or type)

Authorized Agent Signature



ITEM LISTING
CONTRACT #071B4200083
Preliminary Breath Testers (PBT's)

ITEM NO.	UNIT	DESCRIPTION	UNIT PRICE
1.	EA	Preliminary Breath Tester (PBT). Each PBT shall include an initial quantity of 25 mouthpieces. Each PBT shall also include a hard plastic carrying case. Brand: <u>Lifeloc</u> Model #: <u>FC-10</u>	\$ <u>368.00*</u>
2.	EA	Mouthpieces, individually wrapped. Quantity per bag: <u>100</u>	\$ <u>14.00</u>

* Quantity Discounts:

<u>Quantity</u>	<u>Price</u>
1 – 4 units	\$368.00
5 – 19 units	\$364.00
20 – 99 units	\$360.00
100 – 349 units	\$353.00
350 – 749 units	\$349.00
750+ units	\$345.00

Fuel Cell Replacement: \$139.00 per unit.

Contact person(s) for Lifeloc Technologies:

NAME/TITLE: David DeRosier, Sales
TELEPHONE #: (303) 431-9500
FACSIMILE #: (303) 431-1423
TOLL FREE #: (800) 722-4872
E-MAIL: david@lifeloc.com

NAME/TITLE: Alan Castrodale, President
TELEPHONE #: (303) 431-9500
FACSIMILE #: (303) 431-1423
TOLL FREE #: (800) 722-4872
E-MAIL: ac@lifeloc.com

Order/Customer Service:

TOLL FREE #: (800) 722-4872
FACSIMILE #: (303) 431-1423
E-MAIL: orders@lifeloc.com

STATE AGENCY LOCATIONS

Listed below are the various state departments that may utilize the resulting Preliminary Breath Tester CONTRACT. However, there may be other various "ship to" addresses for the actual using offices and locations that are a part of these agencies (such as individual State Police Posts, etc.). Contractors will be required to deliver orders to these individual offices and locations at the CONTRACT prices. The "ship to" locations for these various offices and locations will be indicated on each individual Purchase Order (Contract Release).

NATURAL RESOURCES, DEPARTMENT OF

P.O. Box 30028
Lansing, MI 48909

STATE POLICE, DEPARTMENT OF

714 S. Harrison Rd.
E. Lansing, MI 48823

CORRECTIONS, DEPARTMENT OF

Central Procurement Office
Grandview Plaza

Parr Highway Correctional Facility

2727 E. Beecher
Adrian, MI 49221

Boyer Road Facility

10274 Boyer Road
Carson City, MI 4881

Brooks Regional Facility

2500 S. Sheridan Dr.
Muskegon, MI 49444

Carson City Correctional Facility

10522 Boyer
Carson City, MI 48811

Charles Egeler Correctional Facility

3855 Cooper Street
Jackson, MI 49201

Cooper Street Correctional Facility

3100 Cooper Street
Jackson, MI 49201

Florence Crane Women's Facility

38 Fourth St.
Coldwater, MI 49036

Handlon Michigan Training Unit

P.O. Box 492
Ionia, MI 48846

Gus Harrison Correctional Facility

2727 E. Beecher
Adrian, MI 49221

Huron Valley Men's Facility

3201 Bemis Road, E.
Ypsilanti, MI 48197

Huron Valley Center

3511 Bemis Road
Ypsilanti, MI 48917

Ionia Maximum Correctional Facility

1576 W. Bluewater Highway
Ionia, MI 48846

Deerfield Correctional Facility

1755 Harwood Road
Ionia, MI 48846

Lakeland Correctional Facility

141 First Street
Coldwater, MI 49036

Macomb Regional Facility
34625 26 Mile Rd.
New Haven, MI 48048

Michigan Reformatory
1342 W. Main St.
Ionia, MI 48846

Mound Correctional Facility
17601 Mound Road
Detroit, MI 48212

West Shoreline Facility
2500 S. Sheridan Dr.
Muskegon Heights, MI 49442

Pugsley Correctional Facility
7401 Walton Road
Kingsley, MI 49649

Parnall Correctional Facility
1780 E. Parnall
Jackson, MI 49201-9037

Ryan Correctional Facility
17600 Ryan
Detroit, MI 48212

Saginaw Correctional Facility
9625 Pierce Rd.
Freeland, MI 48604

Scott Correctional Facility
47500 Five Mile Road
Plymouth, MI 48170

St Louis Correctional Facility Facility
8585 N. Croswell Road
St. Louis, MI 48880

Thumb Correctional Facility
3225 John Conley Dr.
Lapeer, MI 48446

G. Robert Cotton Facility
3500 N. Elm Road
Jackson, MI 49201

Mid-Michigan Correctional Facility
8201 Croswell Rd.
St. Louis, MI 48880

Muskegon Correctional Facility
2400 S. Sheridan Dr.
Muskegon, MI 49442

Oaks Correctional Facility
1500 Caberfae Highway
Manistee, MI 49660-9200

Michigan Youth Correctional Facility
1805 West 32nd Street
Baldwin, MI 49304

Pine River Correctional Facility
320 N. Hubbard
St. Louis, MI 48880

Riverside Correctional Facility
777 W. Riverside Drive
Ionia, MI 48846

Standish Maximum Facility
4713 West M-61
Standish, MI 48658

State Prison of Southern Michigan
4000 Cooper Street
Jackson, MI 49201

Southern Michigan Correctional
4002 Cooper Street
Jackson, MI 49201

Western Wayne Correctional Facility
48401 Five Mile Road
Plymouth, MI 48170

Woodward Corrections Center
5801 Woodward Avenue
Detroit, MI 48202

Alger Maximum Facility
P.O. Box 600
Munising, MI 49862

Straits Correctional Facility
4535 W. Tone Road
Kincheloe, MI 49784

Hiawatha Correctional Facility
4533 Marshall Road
Kincheloe, MI 49786

Marquette Branch Prison
1960 US 41 Highway South
Marquette, MI 49855

Ojibway Correctional Facility
P.O. Box 236
Marenisco, MI 49947

Baraga Maximum Facility
301 Wadaga, R #1, Box 55
Baraga, MI 49908

Chippewa Temporary Facility
4269 W. M-80
Kincheloe, MI 49785

Kinross Correctional Facility
16770 S. Watertower Drive
Kincheloe, MI 49788

Newberry Correctional Facility
3001 Newberry Ave
Newberry, MI 49868